

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

PEARSON EDUCATION INC. et al.,

Plaintiffs,

-against-

DOE 1 D/B/A ANYTHING YOU CAN
IMAGINE et al.,

Defendants.

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18 Civ. 7380 (PGG)

**PRELIMINARY INJUNCTION AS TO DEFENDANTS DOE 1 D/B/A ANYTHING
YOU CAN IMAGINE; DOE 3 D/B/A BOOKS WORM, INC. AND SHELF BOOK;
DOE 4 D/B/A CLINGONBLING, GIFT FAIR, AND ONLINE MYSOLUTIONS; DOE 5
D/B/A CPMOM; DOE 9 D/B/A PRIME BOX UP; DOE 10 D/B/A INFO AVENUE;
SPENCER J. ROWLES; CARLA M. ROWLES; TIERNEY M. ROWLES; WESLEY
ROWLES; CARLOS A. CORRASCO; AND ROBERT D. MEADOWS**

PAUL G. GARDEPHE, U.S.D.J.:

For the reasons stated in open court, this Court has determined that Plaintiffs have not shown a likelihood of success against all Defendants as to all Plaintiffs – rather, they have only demonstrated a likelihood of success against Defendants and their storefronts as set forth in Appendix B to this injunction. Accordingly, injunctive relief is only granted against Defendants and in favor of those Plaintiffs as set forth in Appendix B. The injunctive relief as set forth below only applies to the following Defendants: Doe 1, Doe 3, Doe 4, Doe 5, Doe 9, Doe 10, Spencer J. Rowles, Cara M. Rowles, Tierney M. Rowles, Wesley Rowles, Carlos A. Corrasco, and Robert D. Meadows. These Defendants operate the following online storefronts:

- (1) Anything You Can Imagine (Amazon Seller ID: A1Y7THMLPM8AMK);
- (2) Books Worm, Inc. (Amazon Seller ID: AV6BRM2SO27TS);
- (3) Shelf Book (Amazon Seller ID: A1PPQHX3Y8JAL8);
- (4) Clingonbling (Amazon Seller ID: A3AYM10ZIAO9ZW);

- (5) Gift_Fair (Amazon Seller ID: A1YMNB00PSQPV);
- (6) Online mySolutions (Amazon Seller ID: A173WEE0EW5KKI);
- (7) Cpmom (Amazon Seller ID: A3OJ2A8M493J9S);
- (8) Prime Box up (Amazon Seller ID: A1U1VNWFOGUPDO);
- (9) Info Avenue (Amazon Seller ID: A62F9N20LFUHK);
- (10) Rowlix (Amazon Seller ID: AVD8P3M93OU46);
- (11) The College Book Center (Amazon Seller ID A3L04RS771J8KW);
- (12) Kapital Enterprise (Amazon Seller ID: A2ABY6GRJNOCP5); and
- (13) SwodieBooks (Amazon Seller ID: A48HLQXYKTJOU)

It is hereby ORDERED that in accordance with Federal Rule of Civil Procedure 65, the Copyright Act (17 U.S.C. § 502(a)), the Lanham Act (15 U.S.C. § 1116), and the Court's inherent equitable power to issue provisional remedies ancillary to its authority to provide final equitable relief, and no prior application having been granted, that:

1. Defendants, their officers, agents, servants, employees, and attorneys, and all those in active concert or participation with any of them who receive actual notice of this Injunction, are enjoined from:
 - a. Directly or indirectly infringing any copyrighted work that is owned or exclusively controlled by Plaintiffs as set forth in Appendix B (the "Works"), i.e., any copyrighted work published under any of the imprints of those Plaintiffs identified on Exhibit A to the Complaint (attached hereto as Appendix A) (the "Imprints");
 - b. Directly or indirectly infringing any trademark that is owned or exclusively controlled by the Plaintiffs as set forth in Appendix B,

including the trademarks of those Plaintiffs identified on Exhibit C to the Complaint and/or associated with the Imprints on Appendix A (the “Marks”);

- c. Directly or indirectly manufacturing, importing, distributing (including returning goods purchased from another), offering for sale, and/or selling counterfeit copies of those Works and/or Marks as set forth in Appendix B; and
- d. Enabling, facilitating, permitting, assisting, soliciting, encouraging or inducing others to directly or indirectly infringe, manufacture, import, distribute, offer for sale, and/or sell counterfeit counterfeit copies of those Works and/or Marks as set forth in Appendix B.

- 2. Defendants, their officers, agents, servants, employees, and attorneys, and all those in active concert or participation with any of them who receive actual notice of this Injunction, must immediately locate all accounts holding or receiving money or other assets owned, connected to, associated with, held by, or transferred from any of Defendants’ Online Storefronts (“Defendants’ Accounts”) and immediately cease transferring, withdrawing, or otherwise disposing of any money or other assets in Defendants’ Accounts, cease allowing such money or other assets in Defendants’ Accounts to be transferred, withdrawn, or otherwise disposed of pending further order of this Court. Defendants’ Accounts include but are not limited to: (a) Defendants’ accounts with the Online Marketplace; and (b) Defendants’ accounts with banks, financial institutions, payment processing companies (“Financial Institutions”) that have received money or other assets

from Defendants' Accounts or otherwise received sales proceeds from Defendants' Online Storefronts.

3. Defendants, their officers, agents, servants, employees, and attorneys, and all those in active concert or participation with any of them with actual notice of this Preliminary Injunction, must immediately locate all physical copies of the Works of those Plaintiffs as set forth in Appendix B that are within any Defendant's possession, custody, or control, or held in inventory on behalf of any Defendant, and immediately cease selling, distributing, transferring, or disposing of such copies of those Works pending an inspection by those Plaintiffs (as defined and described herein) (the "Inspection"). Any copies of those Works determined by Plaintiffs during the inspection not to be counterfeit shall, upon Plaintiffs' notice of such determination, be exempt from this Injunction.
4. To facilitate the prompt inspection of Defendants' inventory of the Works, each Defendant shall provide to Plaintiffs (if not already provided) a list of all physical copies of the Works owned by the Plaintiffs as set forth in Appendix B (the "Books") held by each Defendant ("Non-Amazon Inventory") or by Amazon on each Defendant's behalf ("Amazon Inventory"). Plaintiffs shall identify to the respective Defendant and, as appropriate, Amazon, all of the Books that Plaintiffs intend to inspect (the "Inspection Notice"). Within seven (7) days of receiving the Inspection Notice, each Defendant shall cause the Books identified on the Inspection Notice, whether such Books are Non-Amazon Inventory or Amazon Inventory, to be shipped to Plaintiffs' counsel for purposes of conducting the Inspection. If a Defendant is not permitted to access its Amazon Inventory for

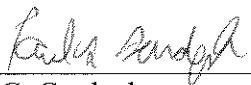
purposes of carrying out the terms of this paragraph as to Amazon Inventory, Amazon shall ship to Plaintiffs' counsel, at Plaintiffs' expense, the relevant Books identified on the Inspection Notice within 7 days of receiving the Inspection Notice.

5. Plaintiffs shall conduct the Inspection promptly and provide their findings to each respective Defendant (the "Determination Notice"). Plaintiffs shall return to each respective Defendant any Books on the Determination Notice that are not identified as counterfeit ("Unrestrained Textbooks"). Books that 1) are identified on the Determination Notice as Unrestrained Textbooks, or 2) are not identified on the Inspection Notice, shall be exempt from paragraph 3 of this Injunction. However, Plaintiffs' decision not to identify one or more of the Works on the Inspection Notice does not constitute a waiver or limitation of any rights, claims, or remedies that may be applicable, or any kind of admission or finding of fact or law that any such corresponding Books are authentic.
6. Plaintiffs' counsel shall hold and preserve as evidence any Books determined by Plaintiffs to be counterfeit ("Counterfeit Textbooks") as identified in a Determination Notice. If requested by a Defendant, Plaintiffs shall make the Counterfeit Textbooks available to the respective Defendant for inspection at a time mutually convenient to Plaintiffs and such Defendant.

IT IS FURTHER ORDERED that this Preliminary Injunction shall remain in effect until further order of the Court.

Dated: New York, New York
September 12, 2018

SO ORDERED.



Paul G. Gardephe
United States District Judge

APPENDIX A: PLAINTIFFS' IMPRINTS

BEDFORD, FREEMAN & WORTH PUBLISHING GROUP, LLC	CENGAGE LEARNING, INC.
Bedford, Freeman & Worth High School Publishers Bedford/St. Martin's BFW BFW High School Publishers Freeman Macmillan Education Macmillan Learning W.H. Freeman & Company Worth Worth Publishers	Brooks Cole Cengage Cengage Learning Course Technology Delmar Gale Heinle Milady National Geographic Learning South-Western Educational Publishing Wadsworth
ELSEVIER INC.	
Academic Cell Academic Press Amirsys Butterworth Heinemann Churchill Livingstone Digital Press Elsevier Gulf Professional Publishing Hanley & Belfus Knovel	Made Simple Books Medicine Publishing Morgan Kaufmann Publishers Mosby Newnes North Holland Saunders Urban & Fischer William Andrew Woodhead Publishing
MCGRAW-HILL GLOBAL EDUCATION HOLDINGS, LLC	PEARSON EDUCATION, INC.
Irwin Lange McGraw-Hill McGraw-Hill Education McGraw-Hill Higher Education McGraw-Hill Professional McGraw-Hill Ryerson McGraw-Hill/Appleton & Lange McGraw-Hill/Contemporary McGraw-Hill/Dushkin McGraw-Hill/Irwin NTC/Contemporary Osborne Schaum's	Addison Wesley Adobe Press Allyn & Bacon Benjamin Cummings Brady Cisco Press Financial Times Press/FT Press IBM Press Longman New Riders Press Peachpit Press Pearson Pearson Education Prentice Hall Que Publishing Sams Publishing

APPENDIX B: SCHEDULE OF INJUNCTIVE RELIEF

Pearson Education, Inc.

Doe 1	Anything you can imagine
Doe 3	Books Worm, Inc.; Shelf Book
Doe 4	Clingonbling; Gift_Fair; Online mysolutions
Doe 5	Cpmom
Doe 9	Prime Box Up
Doe 10	Info Avenue
Spencer J. Rowles	Rowlix
Carla M. Rowles	Rowlix
Tierney M. Rowles	Rowlix
Wesley Rowles	The College Book Center Online
Carlos A. Corrasco	Kapital Enterprise
Robert D. Meadows	Swodie Books Online

Cengage Learning, Inc.

Doe 1	Anything you can imagine
Doe 3	Books Worm, Inc.; Shelf Book
Doe 4	Clingonbling; Gift_Fair; Online mysolutions
Doe 5	Cpmom
Doe 9	Prime Box Up
Doe 10	Info Avenue
Spencer J. Rowles	Rowlix
Carla M. Rowles	Rowlix
Tierney M. Rowles	Rowlix
Wesley Rowles	The College Book Center Online
Carlos A. Corrasco	Kapital Enterprise
Robert D. Meadows	Swodie Books Online

Elsevier Inc.

Doe 4	Clingonbling; Gift_Fair; Online mysolutions
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McGraw-Hill Global Education Holdings, LLC

Doe 3	Books Worm, Inc.; Shelf Book
Doe 4	Clingonbling; Gift_Fair; Online mysolutions
Doe 5	Cpmom
Doe 9	Prime Box Up
Spencer J. Rowles	Rowlix
Carla M. Rowles	Rowlix
Tierney M. Rowles	Rowlix
Robert D. Meadows	Swodie Books Online

Bedford, Freeman & Worth Publishing Group, LLC

Doe 3	Books Worm, Inc.; Shelf Book
Doe 4	Clingonbling; Gift_Fair; Online mysolutions
Wesley Rowles	The College Book Center Online
Robert D. Meadows	Swodie Books Online